

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Niska Gas Storage Canada ULC		03/17/2010	Unlimited Liability Company: CANADA
Wild Goose Storage, LLC		03/17/2010	LIMITED LIABILITY COMPANY: CANADA
Salt Plains Storage, LLC		03/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, Royal Bank Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J-2J5
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	77905232	MIDCON HUB
Serial Number:	77905187	NORCAL HUB
Serial Number:	78867829	NISKA GAS STORAGE
Serial Number:	78070844	SALT PLAINS

**CORRESPONDENCE DATA**

Fax Number: (317)464-5111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 317-464-5321  
 Email: rgelbert@mgrfirm.com  
 Correspondent Name: Randee Sibul-Gelbert  
 Address Line 1: Meitus Gelbert Rose LLP

OP \$115.00 77905232

Address Line 2: 47 S. Meridian, Suite 400  
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: BCG-CALGARY\_RCB

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Randee Sibul-Gelbert

Signature: /Randee Sibul-Gelbert/

Date: 03/19/2010

Total Attachments: 6  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**(CANADA AND THE USA)**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is dated as of March 17, 2010 and executed by Niska Gas Storage Canada ULC ("**Niska Canada**"), Wild Goose Storage, LLC ("**Wild Goose**") and Salt Plains Storage, LLC ("**Salt Plains**" and, together with Niska Canada and Wild Goose, collectively, the "**Grantors**" and each, a "**Grantor**") in favour of Royal Bank of Canada, in its capacity as Collateral Agent (the "**Collateral Agent**") for the benefit of itself and the other Secured Parties under the Credit Agreement (as defined below) and having its business address at Royal Bank Plaza, 200 Bay Street, 12<sup>th</sup> Floor, South Tower, Toronto, Ontario M5J 2W7.

**WHEREAS**, Niska Gas Storage US, LLC, a Delaware limited liability company ("**US Borrower**"), AECO Gas Storage Partnership (together with the US Borrower, collectively, the "**Borrowers**"), Niska GS Holdings I, L.P., a Delaware limited partnership, Niska GS Holdings II, L.P., a Delaware limited partnership, Royal Bank of Canada, as Administrative Agent and Collateral Agent, US Swing Line Lender and US L/C Issuer, Canadian Swing Line Lender and Canadian L/C Issuer, the other Lenders parties thereto and Morgan Stanley Senior Funding, Inc., Goldman Sachs Lending Partners LLC, UBS Securities LLC and Credit Suisse AG, as Co-Documentation Agents have entered into a Credit Agreement dated as of March 5, 2010 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "**Credit Agreement**");

**AND WHEREAS** the Borrowers are each members of an affiliated group of companies that includes the Grantors;

**AND WHEREAS** pursuant to a Guarantee dated as of March 5, 2010, *inter alia*, Niska Canada guaranteed the Obligations of the Borrowers under the Credit Agreement and the other Loan Documents;

**AND WHEREAS** pursuant to a Guaranty dated as of March 5, 2010, *inter alia*, Wild Goose and Salt Plains guaranteed the Obligations of the Borrowers under the Credit Agreement and the other Loan Documents;

**AND WHEREAS** pursuant to security agreements dated as of March 5, 2010 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time), each of the Grantors has granted to the Collateral Agent a security interest, *inter alia*, in and to its personal property and undertaking, including the Intellectual Property Collateral, (as defined below) and the Collateral Agent wishes to record this Agreement with the Canadian Intellectual Property Office and the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein (including, without limitation, in the recitals hereto) have the meaning given to them in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Intellectual Property Collateral.** As collateral security for the payment and performance in full of all the Obligations and the Secured Cash Management Obligations of the Loan Parties, each of the Grantors have granted and, for greater certainty, hereby grants to the Collateral Agent for the benefit of itself and the other Secured Parties, a fixed charge on and a security interest in all of its right, title and interest in, under and to all of its personal property and undertaking consisting of intellectual property, including:

- (a) the Canadian trade-mark applications and registrations referred to in Schedule A attached hereto; and
- (b) the U.S. trade-mark applications and registrations referred to in Schedule B attached hereto,

(collectively the "**Intellectual Property Collateral**").

**SECTION 3. The Intellectual Property Collateral.** The Intellectual Property Collateral shall not include any IP Rights to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

**SECTION 4. Termination.** Upon the full performance of the Obligations, the Collateral Agent shall, upon notice from and at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to terminate this Agreement.

**SECTION 5. Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

**SECTION 6. Counterparts.** This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

*- Signatures on the next page -*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

**NISKA GAS STORAGE CANADA ULC**

By: David Pope  
Name: David Pope  
Title: President

**WILD GOOSE STORAGE, LLC**

By: David Pope  
Name: David Pope  
Title: President

**SALT PLAINS STORAGE, LLC**

By: David Pope  
Name: David Pope  
Title: President

**Accepted and Agreed:**

**ROYAL BANK OF CANADA**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

**NISKA GAS STORAGE CANADA ULC**

By: \_\_\_\_\_

Title:

**WILD GOOSE STORAGE, LLC**

By: \_\_\_\_\_

Name:

Title:

**SALT PLAINS STORAGE, LLC**

By: \_\_\_\_\_

Name:

Title:

**Accepted and Agreed:**

**ROYAL BANK OF CANADA**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Yvonne Brazier

Title: Manager, Agency

**SCHEDULE A**

**CANADIAN INTELLECTUAL PROPERTY**

<b>Trade-mark</b>	<b>Application No.</b>	<b>Trade-mark No.</b>
AECO C HUB	1469366	
AECO HUB	1469365	
NISKA GAS STORAGE	1298922	TMA699988
WILD GOOSE STORAGE INC. & Design		TMA487492

**SCHEDULE B  
U.S. INTELLECTUAL PROPERTY**

<b>Trademark</b>	<b>Serial No.</b>	<b>Trademark No.</b>
MIDCON HUB	77905232	
NORCAL HUB	77905187	
NISKA GAS STORAGE	78867829	3370672
SALT PLAINS	78070844	2642964

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